

City of Plainwell

Nick Larabel
Paul Rizzo
EJ Hart
David O'Bryant
Adam Hopkins
Jim Turley
Angela Ridgway
Erik Wilson
Randy Wisnaski



Department of Administration Services
211 N. Main Street
Plainwell, Michigan 49080
Phone: 269-685-6821
www.plainwell.org

“The Island City”

AGENDA
DDA/TIFA/BRA
City Hall Council Chambers
July 13, 2021 7:30 AM

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Approval of Minutes/Summary –06/08/21 Meeting Minutes**
5. **Special Guest –**
6. **Chairman’s Report**
7. **BRA Action Items**
 - A. Mill Demolition updates
 - B. Accounts Payable for June of \$90,090.38
8. **DDA Action Items**
 - A. Board to consider a recommendation to City Council for splitting the Jenson lot and selling the front portion of the lot.
 - B. Leasing a Parking Lot space to Plainwell Flowers for their van
 - C. Revolving Loan Quarterly Report
 - D. Accounts Payable for June of \$1,157.32
9. **TIFA Action Items**
 - A. Updates on the 425 Conditional Land Transfer Public Hearing, held on 07/12/21
 - B. Proposal for Performing Phase I Environmental Site Assessment
 - C. Accounts Payable for June of \$3,381.86
10. **Communications:** 05/24 & 06/14/2021 Council Minutes. Also, the Financial Report/ Summary as of 06/30/21
11. **Public Comments**
12. **Staff Comments:**

Community Updates:

Dean’s Ice Cream has been given permission to host the Monday night Car Shows on Sherwood, blocking off a one block area between Sterling and Oak St. Trial period is 3 weeks, if all goes well an additional 9 weeks will be granted by Council.

Otsego Plainwell Chamber Agreement updates – City reviewed agreement, there are many factors that are not in accordance with the MML and Department of Treasury Guidelines, as well as our unanswered questions and request to the Chamber Director for documents and clarification.

The Island City



The City of Plainwell is an equal opportunity provider and employer

Businesses:

Dog & The Bank, is moving along, anticipated opening mid-September

Majestic Financial moving along, anticipated opening mid-September

13. Member Comments

14. Adjournment

Note: All public comment limited to two minutes, when recognized please rise and give your name and address.

Mill Tour after meeting – wear long pants and closed toe shoes

Waivers will be on hand at the Meeting



Minutes
Plainwell DDA, BRA and TIFA:
June 8, 2021

1. Call to Order - Meeting called to order at 7:30 a.m. by Larabel
 2. Pledge of Allegiance
 3. Roll Call
Members Present: Jim Turley, Nick Larabel, EJ Hart, Erik Wilson, Randy Wisnaski, David O'Bryant, Paul Rizzo, Angela Ridgway; Adam Hopkins
 4. Approval of Minutes of 05/11/21: minutes were approved to place on file.
 5. Special Guest: None
 6. Chairman's Report: None
 7. Budget Action Items:
 - A. Review/Change/Recommend the 2021-2022 Budget. BRA budget no changes; TIFA budget no changes. **DDA Budget a motion to add up to \$9,000 for Wayfinding Signs and \$9,000 for new Christmas lights was made by Hart and seconded by Larabel, all in favor vote. Motion passed.**
 - B. **A motion to recommend additions to the DDA budget and move the BRA DDA TIFA budget forward to City Council for approval was made by Hart and seconded by Rizzo. All in favor vote. Motion passed.**
 8. BRA Action Items
 - A. Mill Demolition updates: Last building being completed; GHD is being paid for oversight of the project.
 - B. **Motion to accept accounts payable for May of \$1,370.31 was made by Hart and seconded by Rizzo. All in favor vote. Motion carried.**
 9. DDA Action Items
 - A. Merchant Meeting Updates were given by Ridgway. She mentioned Plainwell Fest Days this Saturday; noted the speed bumps behind her shop we in place and working well; Also, she mentioned an issue with bikes and electric scooter on the downtown sidewalks, wanted to bring it the City's attention. Public Safety and DPW are looking into the signs and will be patrolling more downtown.
 - B. **Motion to accept accounts payable for May of \$1,370.31 was made by Larabel and seconded by Ridgway. All in favor vote. Motion carried.**
 10. TIFA Action Items
 - A. 425 Conditional Land Transfer Agreement updates. Wilson, City Manager, commented that Gun Plain Township will host a public hearing in the next 15-30 days. They have accepted the terms in the agreement.
 - B. **Motion to accept accounts payable for May of \$656.32 was made by Hart and seconded by Wisnaski. All in favor vote. Motion carried.**
- 10: Communications: 04/26 & 05/10/2021 Council Minutes. Also, the Financial Report/ Summary as of 05/31/2021 **were approved and placed on file.**

11. Public Comments: None

12. Staff Comments: Community Development Manager, Siegel reported:

Community Updates:

Plainwell Festival Days scheduled for June 12

Downtown Map/Kiosk – is up.

Otsego Plainwell Chamber agreement updates – we have not received any further information / proposal from them. Ridgway mentioned that Szilagyi, President of the Chamber spoke with her and Hart, asking for their support of a continued \$2500 agreement. No commitment from either of them was given.

Businesses:

New tattoo parlor behind Beyond Staging opening soon. By appointment only.

200 E. Bridge St. – target open date September

Elle Salon has closed / Blue Nose Shop closed

13. Member Comments:

Wilson, City Manager, mentioned that City Hall was having the roof replaced and after the next meeting he would be giving a Mill walk through/tour to anyone on the board who is interested.

14. Adjournment: **A Motion to adjourn the meeting 8:36 a.m. was made by Larabel and seconded by Turley.**

Submitted by Denise Siegel, Community Development Manager

INVOICE GL DISTRIBUTION REPORT FOR CITY OF PLAINWELL
 POST DATES 06/01/2021 - 06/30/2021
 BOTH JOURNALIZED AND UNJOURNALIZED
 BOTH OPEN AND PAID

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	check #
Fund 443 BROWNFIELD REDEVELOPMENT AUTHORITY - BRA							
Dept 000 OPERATIONS							
443-000-001.002	PAYROLL TRANSFER FROM UNB	CITY OF PLAINWELL	REIMBURSE PAYROLL TO CHEMICAL BANK	PAYROLL06-02	06/30/21	3,243.19	365
443-000-715.010	Health Insurance Premiums	COPS HEALTH TRUST	JUNE 2021 DENTAL & VISION	2021.06	06/01/21	36.20	17402
443-000-715.010	Health Insurance Premiums	PRIORITY HEALTH	JUNE 2021 HEALTH INSURANCE PREMIUM	211360001977	06/01/21	704.28	17404
443-000-715.015	LIFE INSURANCE	MADISON NATIONAL LIFE	JUNE 2021 LIFE INSURANCE COVERAGE	1444620	06/01/21	3.56	17403
443-000-743.000	DPW UNIFORM SPREAD	CONTINENTAL LINEN SERV	MAY 2021 DPW UNIFORMS/RUGS	2021.05DPW	06/14/21	1.57	17448
443-000-743.000	DPW UNIFORM SPREAD	CONTINENTAL LINEN SERV	JUNE 2021 DPW UNIFORMS/RUGS	2021.6DPW	07/12/21	1.98	17548
443-000-801.013	Professional Services - At	BLOOM SLUGGETT PC	LEGAL SERVICES THROUGH MAY 2021	21609	06/28/21	84.00	17509
443-000-830.000	Contractual Reimbursement	CRA 200 ALLEGAN STREET	2013 REIMBURSEMENT AGREEMENT - 2020	2021.06	06/04/21	7,914.34	17412
443-000-930.000	Outside Services (RMLB)	BUILDING RENOVATION, L	DRONE PHOTOS OF MILL ON 6/16/2021	223	06/28/21	400.00	17514
Total For Dept 000 OPERATIONS						12,389.12	
Dept 970 CAPITAL OUTLAY							
443-970-972.000-2020-0	Contracted Services	ROBERT DARVAS ASSOCIAT	MILL DEMO - CONSULTING STRUCTURAL E	16078	06/14/21	3,904.12	17460
443-970-972.000-2020-0	DEMOLITION PROJECT OVERSI	GHD SERVICES INC	MILL DEMO PHASE III THROUGH 05/29/2	1112724	06/28/21	50,433.11	17504
443-970-972.000-2020-0	DEMOLITION PROJECT OVERSI	GHD SERVICES INC	MILL DEMO PHASE III THROUGH 06/26/2	1116845	07/12/21	23,364.03	17550
Total For Dept 970 CAPITAL OUTLAY						77,701.26	
Total For Fund 443 BROWNFIELD REDEVELOPMENT AUTHO						90,090.38	

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GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	check #
Fund Totals:			Fund 443 BROWNFIELD REDEVELOPMENT AUT			90,090.38	
---			Total For All Funds:			<u>90,090.38</u>	
--- TOTALS BY GL DISTRIBUTION ---							
	443-000-001.002		PAYROLL TRANSFER FROM UNB			3,243.19	
	443-000-715.010		Health Insurance Premiums			740.48	
	443-000-715.015		LIFE INSURANCE			3.56	
	443-000-743.000		DPW UNIFORM SPREAD			3.55	
	443-000-801.013		Professional Services - Attorney			84.00	
	443-000-830.000		Contractual Reimbursement CRA Activit			7,914.34	
	443-000-930.000		Outside Services (RMLB)			400.00	
	443-970-972.000-2020-0		DEMOLITION PROJECT OVERSIGHT			77,701.26	



"The Island City"

MEMORANDUM

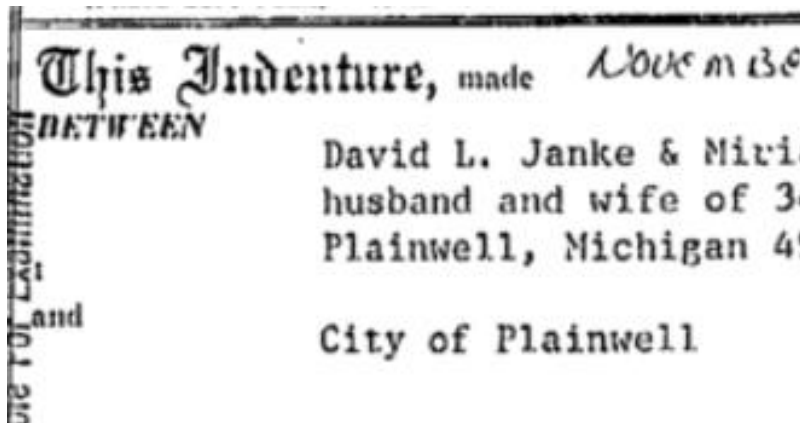
211 N. Main Street
Plainwell, Michigan 49080
Phone: 269-685-6821
Fax: 269-685-7282

To: City Council
From: Erik J. Wilson, City Manager
Subject: Barbed Wire Café Request – 134 S. Main Street – Jensen Lot (Update)
Date: June 11, 2021

At a previous Council meeting, staff was directed to investigate two issues related to a potential sale of the Jensen lot. First, determine who owns the Jensen lot and secondly how could a potential split and sale work.

Ownership-

Staff believes the City owns the property, not the DDA. Clerk Kelly reviewed the minutes from the proceedings and believes the DDA was used to facilitate making the offer to purchase the property. Below is a portion of the deed:



If the Council wishes to sell all or a portion of the property, a courtesy could be given to the DDA to have them vote on any potential action.

Potential Split & Sale-

The City has the option to sell the entire Jensen lot as was discussed at our meeting. I think it is important to note that if the entire lot is held in private hands, there is potential for the parking to be eliminated as well as the dumpster corral that all the businesses use in that block.

If the City wishes to sell the lot or a portion, staff recommends we follow what is outlined in our City Ordinance:

Sec 3-11. SALE OF PROPERTY.

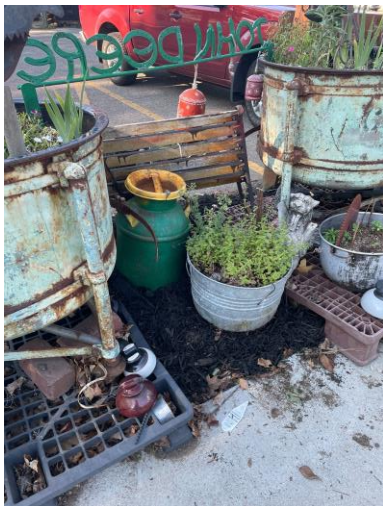
No interest in property, real or personal, in the possession or ownership of the city shall be sold or transferred without the prior approval of the City Council, which approval shall include the terms and conditions of the sale or transfer.
(Ord. 268, adopted 6-10-1991)

If a portion of the property was sold to Barbed Wire Café, the parcels would need to be combined.

Barbed Wire Café submitted information to staff that she wished to be shared with Council. Barb Bechtel indicated that she had “cleaned” up the western portion of her property (antiques) and provided some photos:



“From Barb: Stuffed chickens gone 7 pots...front gets done tomorrow.”



I do not have a site plan or know exactly how much property she is looking to purchase. As you know, a couple years ago we discussed the concept of her expanding by putting a deck on this site through a license agreement. She has indicated now her plans have changed and would like the City to consider selling a portion.

I think before the time and expense of a site plan is generated, discussion at the Council level is warranted.



This is my depiction of what I believe she is looking to do.



Reserved spot for Plainwell Flowers Van



June 30, 2021

CITY OF PLAINWELL
 OUTSTANDING REVOLVING LOANS
 AS OF June 30, 2021

RECIPIENT	ORIGINAL LOAN	ORIGINAL LOAN DATE	STATUS	LAST PAYMENT DATE	PRINCIPAL PAID TO DATE	INTEREST PAID TO DATE	DELQ AMOUNT	DELQ DAYS	LOAN BALANCE	PAYOFF DATE	
Elliott's Remodeling	9,000.00	25-Sep-2008	Paid in Full	5/20/2016	9,000.00	389.75	-	-	-	5/20/2016	- Property sold - paid by Title Company at closing
Island City Computers	5,000.00	3-Jun-2012	Written Off	9/11/2019	2,306.95	142.98	2,693.05	1,753	-	9/11/2019	- Business folded - small assets retained sold 09/11/2019 - wrote off remaining balance
CPR Properties 2013	10,000.00	30-May-2013	Paid in Full	9/13/2017	10,000.00	238.14	-	-	-	9/13/2017	
H&H Auto Body LLC	3,500.00	22-Oct-2014	Paid in Full	7/30/2015	3,500.00	14.09	-	-	-	7/30/2015	
Hart's Jewelry	2,550.00	27-Sep-2013	Paid in Full	7/27/2015	2,550.00	25.56	-	-	-	7/27/2015	
London Grill-Plainwell, Inc.	10,000.00	2-Aug-2013	Paid in Full	2/4/2016	10,000.00	188.66	-	-	-	2/4/2016	
Plainwell Flowers	8,000.00	22-Sep-2014	Paid in Full	10/5/2016	8,000.00	109.62	-	-	-	10/5/2016	
Thomas Holmes	7,000.00	23-Jun-2014	Paid in Full	12/5/2018	7,000.00	177.90	-	-	-	12/5/2018	
Total Property Management	10,000.00	7-Jun-2013	Paid in Full	6/4/2018	10,000.00	254.73	-	-	-	6/4/2018	
101 S. Main St.	10,000.00	1-Oct-2013	Paid in Full	3/24/2021	10,000.00	308.06	-	-	-	3/24/2021	
Onalee Boettcher	8,452.37	14-Oct-2015	Paid in Full	1/7/2019	8,452.37	185.02	-	-	-	1/7/2019	
H&H Auto Body 2015	4,350.00	23-Nov-2015	Paid in Full	10/24/2016	4,350.00	21.54	-	-	-	10/24/2016	
Turley Properties LLC	8,000.00	23-Nov-2015	Paid in Full	4/13/2018	8,000.00	147.18	-	-	-	4/13/2018	
RWEats Healthy Living LLC	10,000.00	19-May-2016	Paid in Full	4/13/2018	10,000.00	153.15	-	-	-	4/13/2018	
Barbara Taylor Bechtel	10,000.00	12-Jan-2017	Paid in Full	7/27/2020	10,000.00	232.53	-	-	-	7/27/2020	
John Roggow	10,000.00	12-Dec-2017	Ahead	6/4/2021	7,052.18	229.44	-	-	2,947.82		
James Turley	10,000.00	1-Jun-2018	Paid in Full	7/8/2020	10,000.00	170.55	-	-	-	7/8/2020	
Plainwell Bridge & Main LLC	10,000.00	23-Aug-2019	Current	6/28/2021	3,607.34	153.70	-	-	6,392.66		
Adam & Rachel Hopkins	10,000.00	10-Sep-2020	Current	6/7/2021	1,469.96	69.04	-	-	8,530.04		
									17,870.52		
Loans from G01 Grant									42,398.71		= Cash on hand at 06/30/2021
All others in G03 Grant									60,269.23		

NEW LOAN INFORMATION

RECIPIENT NAME	APPLICANT TYPE	ADDRESS	ZIP	FUNDED BY	LOAN AMOUNT	NAICS CODE	PURPOSE	JOBS CREATED	JOBS SAVED	APPLICATION DATE	CLOSING DATE	TERM (MONTHS)	MATURITY DATE	PAYMENT AMOUNT	INTEREST	RACE	GENDER	ETHNICITY	SOURCE
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INVOICE GL DISTRIBUTION REPORT FOR CITY OF PLAINWELL
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GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	check #
Fund 494 DOWNTOWN DEVELOPMENT AUTHORITY DDA							
Dept 000 OPERATIONS							
494-000-001.002	PAYROLL TRANSFER FROM UNB	CITY OF PLAINWELL	REIMBURSE PAYROLL TO CHEMICAL BANK	PAYROLL06-02	06/30/21	609.79	365
494-000-202.495	AP - DDA FM Double Up Buc	CITY OF PLAINWELL	PETTY CASH 07/17/19 - 08/20/2020	2021.06	06/22/21	24.00	17474
494-000-715.010	Health Insurance Premiums	COPS HEALTH TRUST	JUNE 2021 DENTAL & VISION	2021.06	06/01/21	29.29	17402
494-000-715.010	Health Insurance Premiums	PRIORITY HEALTH	JUNE 2021 HEALTH INSURANCE PREMIUM	211360001977	06/01/21	320.88	17404
494-000-715.015	Life Insurance	MADISON NATIONAL LIFE	JUNE 2021 LIFE INSURANCE COVERAGE	1444620	06/01/21	0.14	17403
494-000-900.000	Printing and Publishing	SHOPPERS GUIDE INC	FARMERS MARKET, PT POLICE OFFICER,	2021.05	06/14/21	81.98	17419
494-000-956.000	Miscellaneous	CITY OF PLAINWELL	PETTY CASH 07/17/19 - 08/20/2020	2021.06	06/22/21	30.00	17474
494-000-957.022	DDA Farmers Market Expense	STAPLES, INC.	CH OFFICE SUPPLIES, RECEIPT BOOK FO	3477698318	06/14/21	7.02	17466
494-000-957.022	Farmers Market Flag	AMZN MKTP US	Farmers Market Flag	06/10/2021	06/25/21	49.99	363
494-000-957.022	DDA Farmers Market Expense	CITY OF PLAINWELL	PETTY CASH 07/17/19 - 08/20/2020	2021.06	06/22/21	4.23	17474
Total For Dept 000 OPERATIONS						1,157.32	
Total For Fund 494 DOWNTOWN DEVELOPMENT AUTHORITY						1,157.32	

INVOICE GL DISTRIBUTION REPORT FOR CITY OF PLAINWELL
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Fund Totals:			Fund 494 DOWNTOWN DEVELOPMENT AUTHORI			1,157.32	
---			Total For All Funds:			<u>1,157.32</u>	
--- TOTALS BY GL DISTRIBUTION ---							
	494-000-001.002		PAYROLL TRANSFER FROM UNB			609.79	
	494-000-202.495		AP - DDA FM Double Up Bucks			24.00	
	494-000-715.010		Health Insurance Premiums			350.17	
	494-000-715.015		Life Insurance			0.14	
	494-000-900.000		Printing and Publishing			81.98	
	494-000-956.000		Miscellaneous			30.00	
	494-000-957.022		Farmers Market Flag			61.24	

City of Plainwell



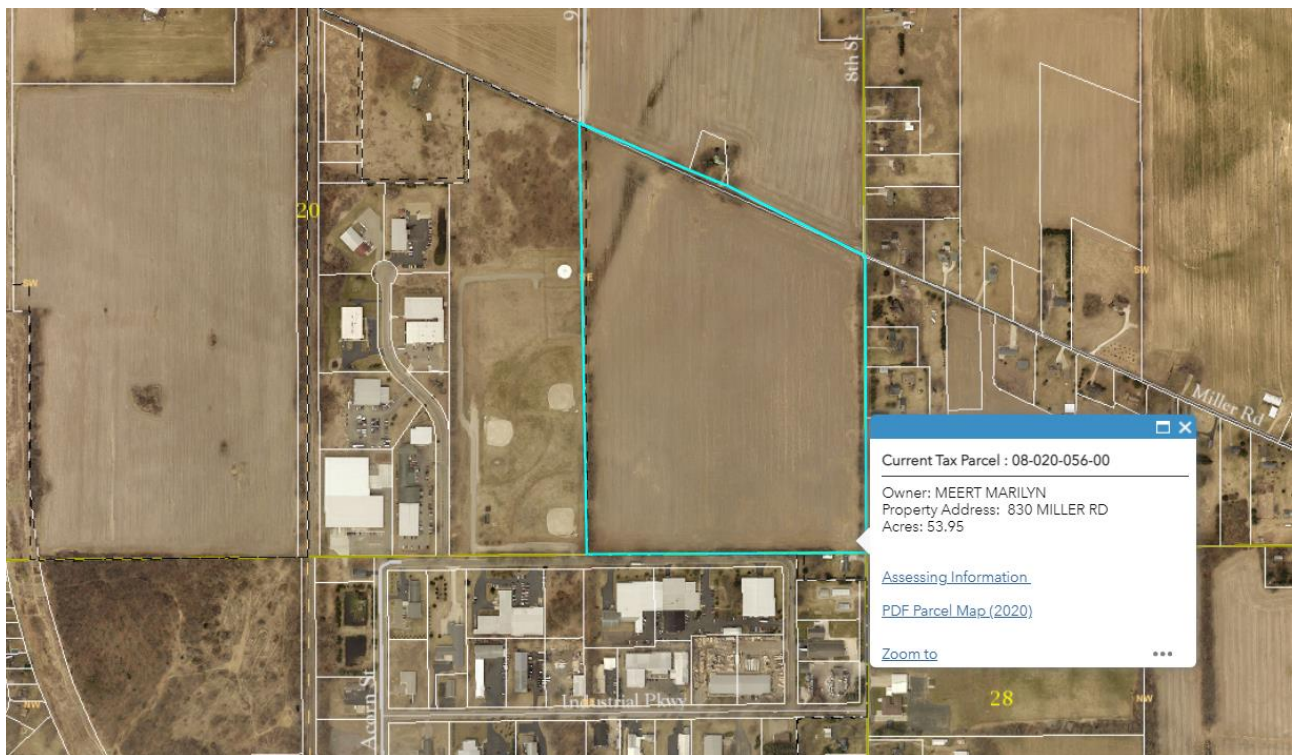
Brad Keeler, Mayor
Lori Steele, Mayor Pro-Tem
Todd Overhuel, Council Member
Roger Keeney, Council Member
Randy Wisnaski, Council Member

211 N. Main Street
Plainwell, Michigan 49080
Phone: 269-685-6821
Fax: 269-685-7282
Web Address: www.plainwell.org

“The Island City”

City of Plainwell, Allegan County City Council Amended Notice of Public Hearing

Please take notice that the City Council of the City of Plainwell, Allegan County, Michigan will hold a public hearing on **July 12, 2021**, at 7:00 p.m., at the City Hall, 211 North Main Street, Plainwell, Michigan, 49080, to consider a proposed Act 425 Conditional Land Transfer Agreement for the conditional transfer of property between the City of Plainwell and Gun Plain Township, pursuant to Act 425 of the Public Acts of Michigan of 1984, as amended. The proposed Agreement pertains to the conditional transfer of approximately 54 acres of land (depicted as the designated property in the map below), with a street address of 830 Miller Road, Plainwell, Michigan, from the jurisdiction of Gun Plain Township to the jurisdiction of the City of Plainwell for the limited purposes of economic development and the provision of governmental services:



A copy of the proposed Agreement is on file in the office of the City Clerk and may be examined at the City Hall at the address provided above during normal City business hours.

Written comments concerning the proposed Agreement will be accepted up to the time of the public hearing. All interested persons may attend the hearing and comment upon the proposed Agreement.

Following the public hearing, the City Council may take action on the proposed Agreement in the manner permitted by law.

The Public Hearing for this matter previously noticed for July 26, 2021 is rescinded and superseded by this Amended Notice. Questions regarding the public hearing may be directed to the City Clerk's office at the address and phone number above.

Dated: June 29, 2021

Brian Kelley, City Clerk



July 2, 2021

City of Plainwell
211 N. Main Street
Plainwell, MI 49080

Attention: Mr. Erik J. Wilson, City Manager

RE: PROPOSAL FOR PERFORMING A PHASE I ENVIRONMENTAL SITE ASSESSMENT FOR THE SITE LOCATED AT 830 MILLER ROAD, PLAINWELL, MICHIGAN

Dear Mr. Wilson:

Wightman & Associates, Inc. (Wightman) is a full-service engineering, surveying, architectural, and environmental firm with a strong local presence, experienced professional staff, and a passion to meet our clients' expectations. We believe people flourish when they partner with a team of dynamic problem solvers. As such, Wightman is pleased to present the following proposal for conducting a Phase I Environmental Site Assessment (ESA) for the site located at 830 Miller Road (Parcel No. 08-020-056-00), Plainwell, Michigan.

Following is a description of the work Wightman shall perform for this project along with the proposed cost.

PHASE I ESA

The four primary components of a Phase I ESA are as follows:

- Records Review – review local, state, and federal environmental data bases along with historical topographic maps, aerial photographs, and Sanborn maps.
- Site Reconnaissance – site inspection looking for visual evidence of potential sources of contamination (underground storage tanks (USTs), stressed vegetation, stained soils, etc.).
- Interviews with past and present owners and occupants of the property.
- Final Report – a report that documents all findings, opinions and conclusions and puts forth our recommendations for the need for any further work.

The purpose of a Phase I ESA is to satisfy one of the requirements to qualify for the innocent landowner defense under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), and to help quantify potential environmental liabilities that may impair the value of the property. A standard was developed by the American Society for Testing and Materials (ASTM) which defines the customary practice for conducting a Phase I Environmental Site Assessment (ASTM E1527-13). This Standard Practice is intended to permit an entity to satisfy the requirements of the "all appropriate inquiry" as defined in the federal regulations.

All work conducted for the Phase I ESA shall be performed according to ASTM Standard E 1527-13.

Please be advised that ASTM Standard E 1527-13 does not include an investigation into the following non-scope considerations:

- Asbestos Containing Materials
- Radon
- Lead Based Paint

ALLEGAN

A 1670 LINCOLN RD. (M-40)
ALLEGAN, MI 49010
o 269.673.8465

BENTON HARBOR

A 2303 PIPESTONE RD.
BENTON HARBOR, MI 49022
o 269.927.0100

KALAMAZOO

A 433 E. RANSOM ST.
KALAMAZOO, MI 49007
o 269.327.3532

ROYAL OAK

A 306 S. WASHINGTON AVE., SUITE 200
ROYAL OAK, MI 48067
o 248.791.1371

Mr. Erik J. Wilson, City Manager
City of Plainwell
7/2/2021
Page 2

- Lead in Drinking Water
- Wetlands
- Regulatory Compliance
- Health and Safety
- Endangered Species
- Indoor Air Quality
- High Voltage Power Lines

These are services above and beyond the scope of this proposal. This proposal does not include a search for environmental liens on the property. We can perform these services for an additional fee.

Wightman proposes to perform this Phase I ESA in Plainwell, Michigan for a cost of **\$3,000.00**. It is reasonably expected that the project can be completed within three weeks of receiving authorization to proceed.

The proposed cost includes the delivery of an electronic copy of the Phase I ESA. Should the client request a paper copy of the report, a per page charge shall be added to the cost as indicated on the attached Wightman Standard Terms and Conditions.

Our services will be invoiced upon the completion of the report. If the project is cancelled prior to completion, you will be invoiced and responsible for fees incurred up to the date of cancellation. The payment is due upon receipt of the invoice. Wightman accepts Visa, MasterCard or Discover as an option for payment of invoices and retainers.

Any changes in the scope of work outlined above may result in a change to the estimated cost.

If this proposal is acceptable to you, please sign and date where indicated below. We look forward to working with you on this project. If you have any questions, please do not hesitate to give me a call. This proposal shall expire if not executed and delivered to Wightman within 30 days of the date of the proposal.

Sincerely,

WIGHTMAN & ASSOCIATES, INC.



Gary T. Blinkiewicz, LPG, CPG
garyb@gowightman.com

Proposal Accepted By:

Name _____

Title _____

Date _____





Standard Terms and Conditions

Updated 7/1/2021

1. Agreement. Wightman & Associates, Inc. (hereinafter "Consultant") shall provide to the Client the scope of services described in Consultant's Proposal attached hereto. These Standard Terms and Conditions are incorporated into Consultant's Proposal, and together may be referred to as the "Agreement" and shall reflect the professional services (or "Project") for which Consultant is responsible. This Agreement shall be the full extent of the Consultant's obligations. The Consultant shall not be responsible for any obligations or costs except as contained in the Agreement.
2. Authorization. Client shall provide Consultant written authorization to proceed, provided that this signed Agreement by Client shall give the Consultant the right to proceed with the Project.
3. Standard of Care. The Consultant's Standard of Care for the purposes of this Agreement shall be that consistent with the level of care and skill ordinarily exercised by members of its profession currently practicing under similar conditions in similar locations.
4. Terms of Payment/Late Payment Actions/Fees. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1 ½ %) per month, or the maximum rate allowed by law, whichever is less, on past due accounts.
5. Scope of Services/Additional Services/Changes. If the services covered by this Agreement have not been completed within twelve (12) months of the date of this Agreement (unless otherwise stipulated in the proposal), through no fault of Consultant, extension of Consultant's services beyond that time shall be compensated as "Additional Services." All Additional Services shall be billed separately and the scope of the services and compensation shall be mutually agreed between the parties, but in any case, not less than Consultant's Hourly Rate, and all of Consultant's Reimbursable Expenses shall also be paid by Client to Consultant, in the amounts set forth below.
6. Hidden Conditions. Consultant is not responsible for latent deficiencies or hidden or concealed conditions not discovered by Consultant within the scope of its services. If Consultant has reason to believe that such a condition may exist, it will advise Client as to the nature of the suspected condition and its significance. Client will be responsible for all risks associated with this condition and for undertaking, at its sole cost and expense, additional investigation and corrective work, if required. If Consultant repairs or corrects any such deficiencies or conditions, Consultant shall be compensated for the same, as Additional Services.
7. Betterment. If, due to Consultant's negligence, a required item or component of the project is omitted from Consultant's construction documents, Consultant shall not be responsible for paying the cost required to add such item or component to the extent that such item or component should have been included in the original construction documents. Consultant shall not be responsible or liable for any cost or expense that provides betterment or upgrades or enhances the value of the Project.
8. Opinions of Cost. Consultant's opinions or estimates of probable construction cost are prepared on the basis of Consultant's experience and qualifications and represent Consultant's judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, other contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from Client's budget or from Consultant's opinions or estimates of probable construction cost.
9. Code Interpretations. The Client acknowledges that the requirements of the Americans with Disabilities Act, as amended ("ADA") (as well as all state and local laws, codes, or ordinances), will be subject to various and possibly contradictory interpretations. Consultant will endeavor to use reasonable professional efforts to interpret applicable ADA and other building code requirements as they may apply to Consultant's services. Consultant cannot and does not promise, warrant, or guarantee that its services will comply with interpretations of building code requirements as they apply currently or in the future and unless the Consultant is negligent, the Client shall pay for any additional costs or expenses which are necessary to keep the Project in compliance with the ADA and all other laws, codes, or ordinances. Any changes made by Consultant shall be billed as Additional Services.
10. Use of Drawings, Specifications, and Other Documents. The drawings, specifications and other documents prepared by Consultant for this project are instruments of Consultant's services for use solely with respect to this Project and, unless otherwise provided, Consultant shall be deemed the author of these documents and shall retain all common law, statutory, and other reserved rights, including the copyright.
11. Retaining Records. Consultant will retain pertinent records relating to the services performed for a period of five years following submission of the report, during which period the records will be made available to Client at reasonable times.
12. Insurance Coverage. Consultant shall maintain the following types of insurance: (a) Professional Liability; (b) Commercial General Liability; (c) Workers' Compensation; (d) Employers' Liability; (e) Hired and non-owned automobiles. Client shall be responsible for purchasing and maintaining its own commercial liability and property insurance, including an all-risk policy covering all damages or casualty which occurred to the Project in an amount not less than the then full replacement cost of the Project. The Client's commercial liability insurance policy shall be written for an amount of not less than \$1 million, single-limit coverage. The Client's commercial liability and property insurance policy shall not be cancelled or modified without Consultant having received not less than thirty (30) days prior written notice. Consultant shall be named an additional insured on the Client's insurance policies. Client and Consultant waive rights against each other for loss, damage and/or liability to the extent covered by the insurance policies required to be maintained hereunder and each insurance policy hereunder shall contain a waiver of the insurer's rights of subrogation.
13. Limitations/Exclusions. Client agrees that Consultant's total, aggregate liability to Client and any third parties arising from Consultant's professional acts, errors or omissions, shall not exceed Consultant's total fee received for the Project.
14. The Law/Suspension/Termination/Non-Severability. All obligations arising prior to termination of this Agreement shall survive the completion of the services and termination of this

Agreement. This Agreement shall be governed in all respects by the laws of the State of Michigan.

15. Indemnity. Except for the limitations set forth herein, Consultant agrees to indemnify and hold the Client harmless from all damage, liability or cost (including reasonable attorney fees and costs of defense) to the extent caused by Consultant's negligent acts, errors, or omissions in the performance of professional services under this Agreement and those of its subconsultants or anyone for whom the Consultant is legally liable. The Client agrees to indemnify and hold Consultant harmless, from all damage, liability or cost (including reasonable attorney fees and costs of defense) to the extent caused by the Client's negligent acts, errors or omissions and by those for whom the Client is legally liable.
16. Force Majeure Clause. Neither party will be liable or responsible to the other party, or be deemed to have breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by any: (i) flood, fire, or explosion; (ii) war, terrorism, invasion, riot, or other civil unrest; (iii) embargoes or blockades in effect on or after the date of this Agreement; (iv) national or regional emergency – including, but not limited to, pandemic, uncontrollable, and/or imminent spread of contagious disease; or (v) strikes, labor stoppages or slowdowns, or other industrial disturbances (each of the foregoing, a "Force Majeure").
17. Certificate of Merit Requirement. Client shall make no claim for professional negligence, either directly or by way of a cross complaint against Consultant, unless Client has first provided Consultant with a written certification executed by an independent consultant currently practicing in the same discipline as Consultant and licensed in the state where the Project issue is located. This certification shall: (a) contain the name and license number of the certifier; (b) specify the acts or omissions that the certifier contends are not in conformance with the Standard of Care for a consultant performing professional services under similar circumstances; and (c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the Standard of Care. This certificate shall be provided to Consultant not less than thirty (30) calendar days prior to the filing of any claim. This Certificate of Merit clause will take precedence over any existing state law in force at the time of any claim.
18. Jurisdiction and Venue. Notwithstanding anything in this Agreement to the contrary, Client agrees that any suit related to any dispute related to this Agreement shall be heard in the appropriate Court in the county of the Project. Client agrees that the appropriate County court shall have the subject matter jurisdiction and will be the appropriate venue for any interpretation or dispute related to this Agreement.
19. Termination. Consultant may terminate this Agreement for convenience by written notice to Client and in such event, the Consultant shall be paid only for all work under this Agreement that Consultant has completed to the date of termination on a prorated, equitable basis as reasonably determined by Consultant and which shall include Consultant's prorated profits, general conditions, and overhead.

20. Billing Rates.

Principal	\$250.00/hour
Licensed Staff VI	\$210.00/hour
Licensed Staff V	\$190.00/hour
Licensed Staff IV	\$175.00/hour
Licensed Staff III.....	\$155.00/hour
Licensed Staff II.....	\$140.00/hour
Licensed Staff I.....	\$125.00/hour
Professional Staff V	\$150.00/hour
Professional Staff IV	\$135.00/hour
Professional Staff III	\$115.00/hour
Professional Staff II	\$100.00/hour
Professional Staff I	\$90.00/hour
Technician VI.....	\$120.00/hour
Technician V.....	\$110.00/hour
Technician IV.....	\$100.00/hour
Technician III.....	\$90.00/hour
Technician II.....	\$80.00/hour
Technician I.....	\$70.00/hour
Administrative.....	\$75.00/hour
3-Person Survey Crew	\$195.00/hour
2-Person Survey Crew	\$160.00/hour
1-Person Survey Crew	\$125.00/hour
3-Person Survey Crew (Construction Staking)	\$210.00/hour
2-Person Survey Crew (Construction Staking)	\$175.00/hour
1-Person Survey Crew (Construction Staking)	\$140.00/hour
Expert Witness/Testimony	\$400.00/hour
Drone Pilot/Technician	\$150.00/hour
High Definition Laser Scanning Technician	\$150.00/hour
High Definition Laser Scanner Fee	\$150.00/hour
Aerial Drone Equipment.....	\$150.00/hour

Reimbursable Expenses. Compensation for reimbursable expenses shall be computed as a multiple of 1.1 times the expense incurred for the following: Outside Consultants, Travel, Lodging, Postage, UPS, FedEx, Messenger, and Outside Reproduction. Compensation for mileage expenses shall be computed as a multiple of 1.1 times the Federal Rate. In-House Prints/Copies/Plots shall be charged as follows:

- Black & White Prints/Copies

○ 8 ½ x 11	\$0.19/sheet
○ 8 ½ x 14	\$0.19/sheet
○ 11 x 17	\$0.19/sheet
- Color Prints/Copies

○ 8 ½ x 11	\$0.85/sheet
○ 8 ½ x 14	\$0.85/sheet
○ 11 x 17	\$1.25/sheet
- Black & White Plots

○ 12 x 18	\$1.50/sheet
○ 18 x 24	\$2.75/sheet
○ 24 x 36	\$5.00/sheet
○ 30 x 42+	\$7.50/sheet
- Color Plots

○ 12 x 18	\$9.00/sheet
○ 18 x 24	\$18.00/sheet
○ 24 x 36	\$30.00/sheet
○ 30 x 42+	\$42.00/sheet

INVOICE GL DISTRIBUTION REPORT FOR CITY OF PLAINWELL
 POST DATES 06/01/2021 - 06/30/2021
 BOTH JOURNALIZED AND UNJOURNALIZED
 BOTH OPEN AND PAID

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	check #
Fund 450 INDUSTRIAL PARK TIFA							
Dept 000 OPERATIONS							
450-000-001.002	PAYROLL TRANSFER FROM UNB	CITY OF PLAINWELL	REIMBURSE PAYROLL TO CHEMICAL BANK	PAYROLL06-02	06/30/21	2,452.54	365
450-000-715.010	Health Insurance Premiums	COPS HEALTH TRUST	JUNE 2021 DENTAL & VISION	2021.06	06/01/21	47.68	17402
450-000-715.010	Health Insurance Premiums	PRIORITY HEALTH	JUNE 2021 HEALTH INSURANCE PREMIUM	211360001977	06/01/21	607.10	17404
450-000-715.015	LIFE INSURANCE	MADISON NATIONAL LIFE	JUNE 2021 LIFE INSURANCE COVERAGE	1444620	06/01/21	1.54	17403
450-000-801.013	Professional Services - At	BLOOM SLUGGETT PC	LEGAL SERVICES THROUGH MAY 2021	21609	06/28/21	273.00	17509
Total For Dept 000 OPERATIONS						3,381.86	
Total For Fund 450 INDUSTRIAL PARK TIFA						3,381.86	

07/08/2021 06:08 PM
User: BKELLEY
DB: Plainwell

INVOICE GL DISTRIBUTION REPORT FOR CITY OF PLAINWELL
POST DATES 06/01/2021 - 06/30/2021
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	check #
			Fund Totals:				
			Fund 450 INDUSTRIAL PARK TIFA			3,381.86	
			Total For All Funds:			<u>3,381.86</u>	
---	TOTALS BY GL DISTRIBUTION	---					
		450-000-001.002	PAYROLL TRANSFER FROM UNB			2,452.54	
		450-000-715.010	Health Insurance Premiums			654.78	
		450-000-715.015	LIFE INSURANCE			1.54	
		450-000-801.013	Professional Services - Attorney			273.00	

MINUTES
Plainwell City Council
May 24, 2021

1. Mayor Keeler called the regular meeting to order at 7:00 PM in the Plainwell City Hall Council Chambers.
2. Shawn from Lighthouse Baptist Church gave the invocation.
3. Pledge of Allegiance was recited.
4. Roll Call: Present: Mayor Keeler, Mayor Pro Tem Steele, Councilmember Keeney and Councilmember Wisnaski. Absent: Councilmember Overhuel.
A motion by Steele, seconded by Keeney, to excuse Councilmember Overhuel with prior notification. On a voice vote, all in favor. Motion passed.
5. Approval of Minutes:
A motion by Steele, seconded by Wisnaski, to accept and place on file the Council Minutes of the 05/10/2021 regular meeting. On voice vote, all voted in favor. Motion passed.
6. Public Comment: None.
7. County Commissioner Report: None.
8. Agenda Amendments: None
9. Mayor's Report: Mayor Keeler shared that he and others were able to go visit Councilmember Overhuel recently, and that he looked really well.
10. Recommendations and Reports:
 - A. Community Development Manager Siegel reported receipt of a special event permit application for the Island City Festival on Saturday, June 12th, and introduced Tracee Dunlop as the main organizer behind the event. The day will have numerous events taking place throughout downtown, and the request for several street closures, including North Main Street. With less revenue this year since the festival is unable to have a carnival, Tracee is requesting that Public Safety donates one police officer's time throughout the day, a cost that we usually bill the festival for.
A motion by Keeney, seconded by Steele, to approve both the Special Event Permit Application and the request to donate Public Safety's time for the Island City Festival. On a voice vote, all in favor. Motion passed.
11. Communications:
 - A. **A motion by Steele, seconded by Keeney, to accept and place on file the April 2021 Public Safety Report. On a voice vote, all in favor. Motion passed.**
12. Accounts Payable:
A motion by Keeney, seconded by Steele, that the bills be allowed and orders drawn in the amount of \$27,975.16 for payment of same. On a roll call vote, all in favor. Motion passed.

13. Public Comments: None

14. Staff Comments:

Superintendent Nieuwenhuis reported continuing work with the new paving equipment this week. Flower planting is nearly complete. Most of the roofs throughout the city have been redone, including the airport, Public Works, Band Shell and others. The City Hall/mill roof is currently delayed as they found problems after removing the existing roof.

Community Development Manager Siegel reported working on a map of the downtown businesses that will go in a kiosk downtown. Concerts in the Park start at the Band Shell on Wednesday, June 2nd at 7:00pm and go throughout the summer.

Superintendent Pond reported on an issue with one of the three pumps at the Cushman Street lift station.

Public Safety Deputy Director Varley reported that crime is picking up as the weather gets warmer and COVID restrictions are loosened. We have put out advertisements for a part-time police officer and paid on-call firefighters, and have not received any applications for either. He is actively working on recruiting and finding potential candidates for both positions.

City Manager Wilson reported on several traffic concerns in Plainwell: completing the bike lanes on South Main Street while preserving street parking for the downtown business located on that block, residents' concerns about the 35mph speed limit on South Main that is in a residential area, and the safety of students crossing busy streets near the schools. With multiple concerns in the same area of town, Manager Wilson will seek prices for a traffic study. He also briefed Council on an issue with excess sediment in the Kalamazoo River from Morrow Dam being drained a year ago, as this may affect Plainwell in the future. He elaborated on the roof issue over City Hall and Building 11. These issues have nothing to do with the mill demolition or grant funding we have. We are submitting the unexpected roofing issues to insurance but do not know about coverage yet. Lastly, he brought up the news about the William Crispe House closing in June. Council members expressed disappointment about the closure and residents needing to move out. The City has heard from entities interested in the house, but commented that the City isn't in the position to make decisions about the future of the house until possession changes over in June.

15. Council Comments:

Councilmember Steele wished everyone a wonderful Memorial Day weekend.

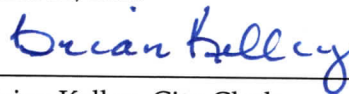
16. Adjournment:

A motion by Steele, seconded by Wisnaski, to adjourn the meeting at 7:51 PM. On voice vote, all voted in favor. Motion passed.

Minutes respectfully
Submitted by,
Julie Saukas
Deputy City Clerk

MINUTES APPROVED BY CITY COUNCIL

June 14, 2021



Brian Kelley, City Clerk

MINUTES
Plainwell City Council
June 14, 2021

1. Mayor Keeler called the regular meeting to order at 7:00 PM in Plainwell City Hall Council Chambers.
2. Steve Smail of Lighthouse Baptist Church gave the invocation.
3. Pledge of Allegiance was recited.
4. Roll Call: Present: Mayor Keeler, Mayor Pro Tem Steele, Councilmember Overhuel, Councilmember Keeney and Councilmember Wisnaski. Absent: None.
5. Approval of Minutes:
A motion by Steele, seconded by Overhuel, to accept and place on file the Council Minutes of the 05/24/2021 regular meeting. On voice vote, all voted in favor. Motion passed.
6. Public Comment: None.
7. County Commissioner Report:
Clerk Kelley provided a report from Commissioner Cain who had reported that the County recently approved the Off-Road Vehicle Ordinance. Cain noted that it shouldn't affect the city specifically, but Gun Plain Township was working on an ordinance to disallow or restrict the ORVs. Cain also reported that the County received \$23-million in American Rescue Plan Act funding and is forming a committee of citizens and community leaders to determine proper spending of those funds, with a focus on broadband extensions countywide.
8. Agenda Amendments: None
9. Mayor's Report:
Mayor Keeler noted that the "new face of the mill" is now visible. He also noted having enjoyed the Plainwell Days Festival.
10. Recommendations and Reports:
 - A. Superintendent Pond reported annual biosolids removal and the technical nature of the work, which has been done under a contract that expires on July 1. The bio-solids are a natural by-product of the process and are removed annual for use in farming. Bids were solicited for which two firms responded.
A motion by Wisnaski, seconded by Keeney, to approve a new five-year contract with Bio-Tech Agronomics for annual bio-solids disposal with an estimated contract cost of \$128,094.00. On a roll call vote, all in favor. Motion passed.
 - B. Superintendent Pond reported a necessary replacement of outdated equipment, originally installed in 1980. The methane gas accumulator and drip trap help minimize the odor levels at the treatment plant and corrodes over time due to the condensation generated by the process. Due to the specialized nature of the system, the purchase must be made from a sole source vendor.
A motion by Overhuel, seconded by Keeney, to approve the purchase of a replacement methane accumulator and drip trap from L&J Technologies (Shand & Jurs) at an estimated cost of \$8,550.00. On a roll call vote, all in favor. Motion passed.

The City of Plainwell is an equal opportunity employer and provider

- C. Superintendent Nieuwenhuis gave an update the city's water supply, infrastructure and staffing.
A motion by Steele, seconded by Overhuel, to accept the Water Quality Report and place on file. On a voice vote, all voted in favor. Motion passed.
- D. City Manager Wilson introduced Gerry Bentley, owner of Dean's Ice Cream who asked Council about closing a portion of North Sherwood on Monday evenings throughout the summer to accommodate extra parking and displays of vintage vehicles at recurring community events. Currently the cars park along Sherwood and Oak Streets creating traffic bottlenecks. Closing the street would allow safer street crossings, according to Mr. Bentley. Concerns about traffic signage, neighbor input, and alternative locations were discussed. Council debated a blanket approval or a temporary approval. There were also general discussions about traffic concerns on North and South Sherwood.
A motion by Keeney, seconded by Steele, to approve the temporary closure of North Sherwood on Monday evenings from June 21 through July 12, 2021 for Dean's Ice Cream "Car Cruise In" events, and to re-evaluate the closure at the July 12, 2021 Council Meeting. On a voice vote, all in favor. Motion passed.
- E. City Manager Wilson reminded Council of a discussion from an earlier Council meeting about a request from Barb Bechtel, owner of Barbed Wire Café, to purchase a portion of the vacant lot at 134 South Main, known as the Jensen Lot. Council had questions about ownership and economic viability of splitting the lot. The City Attorney reviewed the ownership and agreed the city owns the lot, not the DDA. The Attorney also provided parameters under which the Council could market and sell the lot or a portion. Council discussed ongoing concerns about DDA involvement and consideration. Community Development Manager Siegel noted the sale of a portion of the Jensen Lot could result in zoning restrictions. Council confirmed the Central Business District (CBD) has no setback requirements.
A motion by Steele, seconded by Keeney, to refer the request to the DDA Board for consideration and recommendation, with a confirmation of CBD Zoning requirements. On a roll call vote, all in favor. Motion passed.
- F. Community Development Manager Siegel reported on the draft 2021/2022 BRA/TIFA/DDA budget, which was reviewed and recommended by the BRA/TIFA/DDA Board at the June 8, 2021 Meeting. The budget includes revenue and project cost estimates. Each fund has an excess of revenues over expenditures.
A motion by Steele, seconded by Keeney, to approve the draft 2021/2022 BRA/TIFA/DDA budget as presented. On a roll call vote, all in favor. Motion passed.
- G. Clerk Kelley reminded Council of the necessary public hearing for adoption of the full 2021/2022 City Budget, set at the 2nd June Council Meeting.
A motion by Steele, seconded by Wisnaski, to set a public hearing for June 28, 2021 to consider the 2021/2022 city budget. On a voice vote, all in favor. Motion passed.
- H. Clerk Kelley gave a report on the proposed 425 Agreement with Gun Plain Township for the acreage at the corner of Miller Road and 8th Street. There needs to be 30-day notice for a public hearing. Gun Plain Township issued its Notice of Public Hearing. Council is being asked to set a related hearing.
A motion by Steele, seconded by Keeney, to set a public hearing for July 26, 2021 to consider a proposed Act 425 Conditional Land Transfer Agreement with Gun Plain Township. On a voice vote, all in favor. Motion passed.

11. Communications:

A. A motion by Steele, seconded by Overhuel, to accept and place on file the May 2021 Investment and Fund Balance Reports. On a voice vote, all in favor. Motion passed.

12. Accounts Payable:

A motion by Wisnaski, seconded by Keeney, that the bills be allowed and orders drawn in the amount of \$701,189.95 for payment of same. On a roll call vote, all in favor. Motion passed.

13. Public Comments:

Resident David Brown, 219 Cushman Street, asked whether the city wishes to continue use of its easement at 229 Cushman Street, which he also owns, for access to the Cushman Street Lift Station. Mr. Brown wishes to install a gate which would offer city ongoing access to its infrastructure on the property. City Council had no issues with that request. He also asked who owns the property to the north beyond the easement, where the train tracks used to be, for purposes of possibly acquiring the land for purposes of installing privacy fencing to discourage public access. Council referred the ownership and the fencing questions to the Administration for consideration and recommendation.

Resident Jeffery Lyons, 120 N. Sherwood, continued discussion of traffic concerns on North Sherwood, particularly on Mondays (cars "peeling out") and on the weekends parking in the grass areas. He asked about stop signs. The city agreed to add a traffic control study and will consider specific patrols as staffing allows. Mr. Lyons also asked about barriers between the "kids' park" section of Sherwood Park and the street. The Council considered alternatives and agreed to add this to the traffic control study.

14. Staff Comments:

Superintendent Nieuwenhuis noted the John Deere tractor is going for auction on June 15 and that he's working on a deal to sell the infrared machine. He asked for budget consideration for a new dump/plow truck.

Community Development Manager Siegel reported a successful Plainwell Days Festival with only minor issues. She reported several business updates.

Director Bomar reported challenges with finding viable police and firefighter candidates. He also gave Council a briefing about a break-in at the Presbyterian Church over the weekend.

Clerk/Treasurer Kelley continues to monitor proposed law changes, working with the City Manager on the budget for presentation to Council, and setting up the 2021 summer tax roll.

City Manager Wilson reported working on the budget and on the mill.

15. Council Comments:

Each Councilmember welcomed Councilmember Overhuel back. Councilmember Overhuel thanked everyone for their support.

16. Adjournment:

A motion by Steele, seconded by Keeney, to adjourn the meeting at 8:48 PM. On voice vote, all voted in favor. Motion passed.

Minutes respectfully
Submitted by,
Brian Kelley
City Clerk/Treasurer

MINUTES APPROVED BY CITY COUNCIL
June 28, 2021



Brian Kelley, City Clerk

PERIOD ENDING 06/30/2021

% Fiscal Year Completed: 100.00

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE		ACTIVITY FOR		AVAILABLE		% BGD USED
			NORMAL	(ABNORMAL)	MONTH 06/30/2021 INCREASE (DECREASE)	NORMAL (ABNORMAL)	BALANCE		
Fund 443 - BROWNFIELD REDEVELOPMENT AUTHORITY - BRA									
Revenues									
443-000-402.040	Captured Tax - AdVal Real - City Tax	6,253.00	6,252.58		0.00		0.42	99.99	
443-000-402.041	Captured Tax - AdVal Real - Library	1,132.00	1,130.44		0.00		1.56	99.86	
443-000-402.042	Captured Tax - AdVal Real - Capital Impr	500.00	499.55		0.00		0.45	99.91	
443-000-402.043	Captured Tax - AdVal Real - Fire Reserve	500.00	499.55		0.00		0.45	99.91	
443-000-402.044	Captured Tax - AdVal Real - Solid Waste	649.00	649.42		0.00		(0.42)	100.06	
443-000-402.047	Captured DDA-SCHOOL	12,443.00	12,443.23		0.00		(0.23)	100.00	
443-000-402.048	Captured Tax - AdVal Real - County (All)	3,008.00	3,114.28		0.00		(106.28)	103.53	
443-000-402.060	Captured Tax - AdVal Pers - City	473.00	473.21		0.00		(0.21)	100.04	
443-000-402.061	Captured Tax - AdVal Pers - Library	85.00	85.52		0.00		(0.52)	100.61	
443-000-402.062	Captured Tax - AdVal Pers - Capital Impr	38.00	37.80		0.00		0.20	99.47	
443-000-402.063	Captured Tax - AdVal Pers - Fire Reserve	38.00	37.80		0.00		0.20	99.47	
443-000-402.064	Captured Tax - AdVal Pers - Solid Waste	49.00	49.14		0.00		(0.14)	100.29	
443-000-402.065	Captured Tax - AdVal Pers - County (All)	228.00	235.63		0.00		(7.63)	103.35	
443-000-505.000	Federal Grant	5,100,000.00	3,047,183.00		0.00		2,052,817.00	59.75	
443-000-664.020	Interest Earned - Investments	0.00	0.10		0.00		(0.10)	100.00	
443-000-676.010	Interfund Transfer In - General Fund	150,000.00	150,000.00		150,000.00		0.00	100.00	
443-000-676.080	Interfund Transfer In - Capital Improve	80,000.00	80,000.00		6,666.63		0.00	100.00	
443-000-697.000	Loan Proceeds	510,000.00	0.00		0.00		510,000.00	0.00	
TOTAL REVENUES		5,865,396.00	3,302,691.25		156,666.63		2,562,704.75	56.31	
Expenditures									
443-000-703.000	Salaries/Wages - Full Time Employees	38,185.00	34,019.42		4,300.90		4,165.58	89.09	
443-000-706.000	Wages - Part Time Employees	539.00	486.88		59.31		52.12	90.33	
443-000-713.000	Other Post Employment Benefits	313.00	312.82		26.05		0.18	99.94	
443-000-715.000	Payroll Tax - FICA/Medicare (Social Sec)	2,797.00	2,448.53		316.41		348.47	87.54	
443-000-715.010	Health Insurance Premiums	6,517.00	6,688.96		543.07		(171.96)	102.64	
443-000-715.013	Health Insurance - HSA - Employer Paid	2,957.00	1,722.26		0.00		1,234.74	58.24	
443-000-715.015	Life Insurance	43.00	42.72		3.56		0.28	99.35	
443-000-718.000	Retirement Benefits	3,298.00	2,910.72		217.55		387.28	88.26	
443-000-724.000	Medical Insurance Opt Out	203.00	191.01		16.85		11.99	94.09	
443-000-730.000	Postage	300.00	0.00		0.00		300.00	0.00	
443-000-743.000	Uniforms	65.00	19.30		1.57		45.70	29.69	
443-000-775.000	Supplies - Repairs and Maintenance	100.00	1,051.45		0.00		(951.45)	1,051.45	
443-000-801.000	Engineering Services	1,000.00	0.00		0.00		1,000.00	0.00	
443-000-801.013	Professional Services - Attorney	2,000.00	836.50		84.00		1,163.50	41.83	
443-000-801.030	Professional Services - Audit	353.00	352.52		0.00		0.48	99.86	
443-000-830.000	Contractual Reimbursement CRA Activities	19,047.00	19,131.12		7,914.34		(84.12)	100.44	
443-000-900.000	Printing and Publishing	600.00	0.00		0.00		600.00	0.00	
443-000-910.000	Liability Insurance	5,089.00	5,682.85		0.00		(593.85)	111.67	
443-000-910.010	Workers Comp Insurance	376.00	324.04		0.00		51.96	86.18	
443-000-930.000	Outside Services (RMLB)	3,000.00	4,027.04		400.00		(1,027.04)	134.23	
443-000-930.050	Computer Services	0.00	418.44		0.00		(418.44)	100.00	
443-000-940.000	Rentals - Equipment	500.00	1,814.16		49.98		(1,314.16)	362.83	
443-000-956.000	Miscellaneous	0.00	68.00		0.00		(68.00)	100.00	
443-908-991.000	Principal Payment - Interfund Loans	15,079.00	15,079.00		1,256.62		0.00	100.00	
443-908-995.000	Interest Payment - Interfund Loans	1,546.00	1,546.00		128.87		0.00	100.00	
443-970-972.000	Contracted Services	5,618,281.82	3,180,959.39		54,337.23		2,437,322.43	56.62	
TOTAL EXPENDITURES		5,722,188.82	3,280,133.13		69,656.31		2,442,055.69	57.32	

REVENUE AND EXPENDITURE REPORT FOR CITY OF PLAINWELL

PERIOD ENDING 06/30/2021

% Fiscal Year Completed: 100.00

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2020-21	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	06/30/2021	MONTH 06/30/2021	BALANCE	
Fund 443 - BROWNFIELD REDEVELOPMENT AUTHORITY - BRA						
Fund 443 - BROWNFIELD REDEVELOPMENT AUTHORITY - BRA:						
TOTAL REVENUES		5,865,396.00	3,302,691.25	156,666.63	2,562,704.75	56.31
TOTAL EXPENDITURES		5,722,188.82	3,280,133.13	69,656.31	2,442,055.69	57.32
NET OF REVENUES & EXPENDITURES		143,207.18	22,558.12	87,010.32	120,649.06	15.75

PERIOD ENDING 06/30/2021

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GL NUMBER	DESCRIPTION	2020-21	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	06/30/2021 NORMAL (ABNORMAL)	MONTH 06/30/2021 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 450 - INDUSTRIAL PARK TIFA						
Revenues						
450-000-569.000	Local Grants	80,583.00	79,912.47	0.00	670.53	99.17
450-000-664.020	Interest Earned - Investments	0.00	456.08	15.68	(456.08)	100.00
TOTAL REVENUES		80,583.00	80,368.55	15.68	214.45	99.73
Expenditures						
450-000-703.000	Salaries/Wages - Full Time Employees	41,580.00	41,211.89	3,862.19	368.11	99.11
450-000-706.000	Wages - Part Time Employees	1,616.00	335.36	102.79	1,280.64	20.75
450-000-713.000	Other Post Employment Benefits	19.00	19.35	1.64	(0.35)	101.84
450-000-715.000	Payroll Tax - FICA/Medicare (Social Sec)	3,173.00	2,951.32	282.63	221.68	93.01
450-000-715.010	Health Insurance Premiums	5,758.00	5,902.62	479.78	(144.62)	102.51
450-000-715.013	Health Insurance - HSA - Employer Paid	2,643.00	1,822.94	0.00	820.06	68.97
450-000-715.015	Life Insurance	20.00	18.48	1.54	1.52	92.40
450-000-718.000	Retirement Benefits	2,051.00	2,133.39	162.48	(82.39)	104.02
450-000-724.000	Medical Insurance Opt Out	385.00	362.99	32.05	22.01	94.28
450-000-801.013	Professional Services - Attorney	0.00	2,393.50	273.00	(2,393.50)	100.00
450-000-801.030	Professional Services - Audit	67.00	66.78	0.00	0.22	99.67
450-000-910.000	Liability Insurance	408.00	455.39	0.00	(47.39)	111.62
450-000-910.010	Workers Comp Insurance	386.00	353.62	0.00	32.38	91.61
450-000-930.000	Outside Services (RMLB)	0.00	83.00	0.00	(83.00)	100.00
450-000-930.050	Computer Services	50.00	5.94	0.00	44.06	11.88
450-000-940.000	Rentals - Equipment	2,200.00	1,261.77	379.22	938.23	57.35
450-000-956.000	Miscellaneous	500.00	5,000.00	5,000.00	(4,500.00)	1,000.00
450-000-962.000	Memberships & Dues	300.00	0.00	0.00	300.00	0.00
TOTAL EXPENDITURES		61,156.00	64,378.34	10,577.32	(3,222.34)	105.27
Fund 450 - INDUSTRIAL PARK TIFA:						
TOTAL REVENUES		80,583.00	80,368.55	15.68	214.45	99.73
TOTAL EXPENDITURES		61,156.00	64,378.34	10,577.32	(3,222.34)	105.27
NET OF REVENUES & EXPENDITURES		19,427.00	15,990.21	(10,561.64)	3,436.79	82.31

PERIOD ENDING 06/30/2021

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GL NUMBER	DESCRIPTION	2020-21		YTD BALANCE	ACTIVITY FOR		AVAILABLE		% BDGT USED
		AMENDED BUDGET	NORMAL	06/30/2021 (ABNORMAL)	MONTH 06/30/2021 INCREASE	(DECREASE)	NORMAL	(ABNORMAL) BALANCE	
Fund 494 - DOWNTOWN DEVELOPMENT AUTHORITY DDA									
Revenues									
494-000-402.030	Captured DDA-CITY	26,174.00		26,174.25		0.00		(0.25)	100.00
494-000-402.031	Captured DDA-LIBRARY	4,740.00		4,731.42		0.00		8.58	99.82
494-000-402.032	Captured DDA-Capital Impr	2,091.00		2,090.92		0.00		0.08	100.00
494-000-402.033	Capture DDA-Fire Reserve	2,091.00		2,090.92		0.00		0.08	100.00
494-000-402.034	Capture-DDA-Solid Waste	2,718.00		2,718.30		0.00		(0.30)	100.01
494-000-402.045	Captured DDA-COUNTY	12,591.00		13,035.27		0.00		(444.27)	103.53
494-000-402.060	Captured Tax - AdVal Pers - City	2,044.00		2,044.42		0.00		(0.42)	100.02
494-000-402.061	Captured Tax - AdVal Pers - Library	370.00		369.48		0.00		0.52	99.86
494-000-402.062	Captured Tax - AdVal Pers - Capital Impr	163.00		163.35		0.00		(0.35)	100.21
494-000-402.063	Captured Tax - AdVal Pers - Fire Reserve	163.00		163.35		0.00		(0.35)	100.21
494-000-402.064	Captured Tax - AdVal Pers - Solid Waste	212.00		212.35		0.00		(0.35)	100.17
494-000-402.065	Captured Tax - AdVal Pers - County (All)	983.00		1,018.02		0.00		(35.02)	103.56
494-000-569.000	Local Grants	5,305.00		6,827.81		0.00		(1,522.81)	128.71
494-000-569.010	Local Donations	0.00		1,075.00		0.00		(1,075.00)	100.00
494-000-664.020	Interest Earned - Investments	0.00		438.29		10.27		(438.29)	100.00
494-000-694.000	Miscellaneous Revenue	200.00		0.00		0.00		200.00	0.00
494-000-694.022	DDA - Farmers Market Entry Fee	1,250.00		1,790.00		90.00		(540.00)	143.20
494-000-694.025	DDA - Sale of Merchandise	0.00		63.36		0.00		(63.36)	100.00
494-000-694.026	DDA - Special Event Revenues	300.00		0.00		0.00		300.00	0.00
TOTAL REVENUES		61,395.00		65,006.51		100.27		(3,611.51)	105.88
Expenditures									
494-000-703.000	Salaries/Wages - Full Time Employees	19,405.00		15,932.87		1,258.15		3,472.13	82.11
494-000-715.000	Payroll Tax - FICA/Medicare (Social Sec)	1,401.00		1,091.16		84.91		309.84	77.88
494-000-715.010	Health Insurance Premiums	3,070.00		3,154.38		255.79		(84.38)	102.75
494-000-715.013	Health Insurance - HSA - Employer Paid	1,461.00		819.82		0.00		641.18	56.11
494-000-715.015	Life Insurance	2.00		1.68		0.14		0.32	84.00
494-000-718.000	Retirement Benefits	344.00		47.93		2.83		296.07	13.93
494-000-724.000	Medical Insurance Opt Out	47.00		44.61		3.94		2.39	94.91
494-000-730.000	Postage	0.00		55.45		0.00		(55.45)	100.00
494-000-775.000	Supplies - Repairs and Maintenance	100.00		20.00		0.00		80.00	20.00
494-000-801.030	Professional Services - Audit	67.00		66.78		0.00		0.22	99.67
494-000-900.000	Printing and Publishing	3,600.00		716.98		81.98		2,883.02	19.92
494-000-910.000	Liability Insurance	521.00		581.37		0.00		(60.37)	111.59
494-000-910.010	Workers Comp Insurance	166.00		154.89		0.00		11.11	93.31
494-000-930.000	Outside Services (RMLB)	500.00		1,035.00		0.00		(535.00)	207.00
494-000-930.050	Computer Services	50.00		5.94		0.00		44.06	11.88
494-000-940.000	Rentals - Equipment	200.00		0.00		0.00		200.00	0.00
494-000-956.000	Miscellaneous	800.00		169.98		30.00		630.02	21.25
494-000-956.021	Special Events	1,000.00		316.41		0.00		683.59	31.64
494-000-957.022	DDA Farmers Market Expense	425.00		368.07		61.24		56.93	86.60
494-000-957.025	DDA Christmas Ornament Costs	800.00		0.00		0.00		800.00	0.00
494-000-960.000	Education & Training - Professional	250.00		75.00		0.00		175.00	30.00
494-000-962.000	Memberships & Dues	3,100.00		3,180.00		0.00		(80.00)	102.58
494-908-991.000	Principal Payment - Interfund Loans	11,783.00		11,783.00		981.88		0.00	100.00
494-908-995.000	Interest Payment - Interfund Loans	478.00		478.00		39.87		0.00	100.00
TOTAL EXPENDITURES		49,570.00		40,099.32		2,800.73		9,470.68	80.89

REVENUE AND EXPENDITURE REPORT FOR CITY OF PLAINWELL

PERIOD ENDING 06/30/2021

% Fiscal Year Completed: 100.00

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GL NUMBER	DESCRIPTION	2020-21		YTD BALANCE	ACTIVITY FOR		AVAILABLE		% BGD USED
		AMENDED BUDGET	NORMAL	06/30/2021 (ABNORMAL)	MONTH 06/30/2021	INCREASE (DECREASE)	NORMAL	(ABNORMAL) BALANCE	
Fund 494 - DOWNTOWN DEVELOPMENT AUTHORITY DDA									
Fund 494 - DOWNTOWN DEVELOPMENT AUTHORITY DDA:									
TOTAL REVENUES		61,395.00		65,006.51		100.27		(3,611.51)	105.88
TOTAL EXPENDITURES		49,570.00		40,099.32		2,800.73		9,470.68	80.89
NET OF REVENUES & EXPENDITURES		11,825.00		24,907.19		(2,700.46)		(13,082.19)	210.63
TOTAL REVENUES - ALL FUNDS		6,007,374.00		3,448,066.31		156,782.58		2,559,307.69	57.40
TOTAL EXPENDITURES - ALL FUNDS		5,832,914.82		3,384,610.79		83,034.36		2,448,304.03	58.03
NET OF REVENUES & EXPENDITURES		174,459.18		63,455.52		73,748.22		111,003.66	36.37

PERIOD ENDING 06/30/2021

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GL NUMBER	DESCRIPTION	2020-21	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	06/30/2021 NORMAL (ABNORMAL)	MONTH 06/30/2021 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 443 - BROWNFIELD REDEVELOPMENT AUTHORITY - BRA						
Revenues						
TAXES	TAXES	25,396.00	25,508.15	0.00	(112.15)	100.44
GRANTS	STATE & FEDERAL GRANTS	5,100,000.00	3,047,183.00	0.00	2,052,817.00	59.75
INTEREST	INTEREST & RENTS	0.00	0.10	0.00	(0.10)	100.00
TRANSFER	FUNDS TRANSFERS	230,000.00	230,000.00	156,666.63	0.00	100.00
OTHER	OTHER	510,000.00	0.00	0.00	510,000.00	0.00
TOTAL REVENUES		5,865,396.00	3,302,691.25	156,666.63	2,562,704.75	56.31
Expenditures						
000	OPERATIONS	87,282.00	82,548.74	13,933.59	4,733.26	94.58
908	DEBT SERVICE	16,625.00	16,625.00	1,385.49	0.00	100.00
970	CAPITAL OUTLAY	5,618,281.82	3,180,959.39	54,337.23	2,437,322.43	56.62
TOTAL EXPENDITURES		5,722,188.82	3,280,133.13	69,656.31	2,442,055.69	57.32
Fund 443 - BROWNFIELD REDEVELOPMENT AUTHORITY - BRA:						
TOTAL REVENUES		5,865,396.00	3,302,691.25	156,666.63	2,562,704.75	56.31
TOTAL EXPENDITURES		5,722,188.82	3,280,133.13	69,656.31	2,442,055.69	57.32
NET OF REVENUES & EXPENDITURES		143,207.18	22,558.12	87,010.32	120,649.06	15.75

REVENUE AND EXPENDITURE REPORT FOR CITY OF PLAINWELL

PERIOD ENDING 06/30/2021

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GL NUMBER	DESCRIPTION	2020-21	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	06/30/2021	MONTH 06/30/2021	BALANCE	
Fund 450 - INDUSTRIAL PARK TIFA						
Revenues						
INTEREST	INTEREST & RENTS	0.00	456.08	15.68	(456.08)	100.00
OTHER	OTHER	80,583.00	79,912.47	0.00	670.53	99.17
TOTAL REVENUES		80,583.00	80,368.55	15.68	214.45	99.73
Expenditures						
000	OPERATIONS	61,156.00	64,378.34	10,577.32	(3,222.34)	105.27
TOTAL EXPENDITURES		61,156.00	64,378.34	10,577.32	(3,222.34)	105.27
Fund 450 - INDUSTRIAL PARK TIFA:						
TOTAL REVENUES		80,583.00	80,368.55	15.68	214.45	99.73
TOTAL EXPENDITURES		61,156.00	64,378.34	10,577.32	(3,222.34)	105.27
NET OF REVENUES & EXPENDITURES		19,427.00	15,990.21	(10,561.64)	3,436.79	82.31

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2020-21	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	06/30/2021 NORMAL (ABNORMAL)	MONTH 06/30/2021 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 494 - DOWNTOWN DEVELOPMENT AUTHORITY DDA						
Revenues						
TAXES	TAXES	54,340.00	54,812.05	0.00	(472.05)	100.87
INTEREST	INTEREST & RENTS	0.00	438.29	10.27	(438.29)	100.00
OTHER	OTHER	7,055.00	9,756.17	90.00	(2,701.17)	138.29
TOTAL REVENUES		61,395.00	65,006.51	100.27	(3,611.51)	105.88
Expenditures						
000	OPERATIONS	37,309.00	27,838.32	1,778.98	9,470.68	74.62
908	DEBT SERVICE	12,261.00	12,261.00	1,021.75	0.00	100.00
TOTAL EXPENDITURES		49,570.00	40,099.32	2,800.73	9,470.68	80.89
Fund 494 - DOWNTOWN DEVELOPMENT AUTHORITY DDA:						
TOTAL REVENUES		61,395.00	65,006.51	100.27	(3,611.51)	105.88
TOTAL EXPENDITURES		49,570.00	40,099.32	2,800.73	9,470.68	80.89
NET OF REVENUES & EXPENDITURES		11,825.00	24,907.19	(2,700.46)	(13,082.19)	210.63
TOTAL REVENUES - ALL FUNDS						
TOTAL REVENUES - ALL FUNDS		6,007,374.00	3,448,066.31	156,782.58	2,559,307.69	57.40
TOTAL EXPENDITURES - ALL FUNDS		5,832,914.82	3,384,610.79	83,034.36	2,448,304.03	58.03
NET OF REVENUES & EXPENDITURES		174,459.18	63,455.52	73,748.22	111,003.66	36.37

AGENDA ITEM

8. **BRA Action Items:**

A. Mill Demolition Progress Updates

B. Accounts Payable:

Recommended Action: Consider confirming the BRA payables for June in the amount of \$90,090.38

9. **DDA Action Items:**

A. Board Recommendation to split Jenson lot and sell the front half.

B. Board Recommendation to lease a parking space in the Sun Theatre lot to Plainwell Flowers at \$1 per year.

C. Quarterly report for the Revolving Loan for review only

D. Accounts Payable:

Recommended Action: Consider confirming the DDA payables for June in the amount of \$1,157.32

10. **TIFA Action Items:**

A. 425 Land Transfer Agreement Public Hearing set. Recommended action: Discussion / Information Only

B. Recommendation for the Proposal for Environmental Review Phase 1 to City Council

C. Accounts Payable:

Recommended Action: Consider confirming the TIFA payables for June in the amount of \$3,381.86

Reminder of Upcoming Meetings

- July 15 – Parks and Trees Meeting -5:00pm
- July 21 – Planning Commission Meeting - 7:00pm
- July 26 – City Council Meeting – 7:00pm

Non-Agenda Items /Training Opportunities/Materials Transmitted

